

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

SECURITIES AND EXCHANGE
COMMISSION,

Plaintiff,

v.

Case No: 6:21-cv-694-CEM-DCI

HARBOR CITY CAPITAL CORP.,
HARBOR CITY VENTURES, LLC,
HCCF-1, LLC,
HCCF-2, LLC,
HCCF-3, LLC,
HCCF-4, LLC,
HCCF-5, LLC,
HARBOR CITY DIGITAL VENTURES, INC.,
HCC MEDIA FUNDING, LLC,
JONATHAN P. MARONEY,

Defendants,

and

CELTIC ENTERPRISES, LLC and
TONYA L. MARONEY

Relief Defendants.

**RECEIVER'S OPPOSITION TO BENWORTH CAPITAL PARTNER,
LLC'S, EMERGENCY MOTION FOR EXTENSION OF TIME TO
RESPOND TO RECEIVER'S MOTION TO DETERMINE INTEREST
AND FEES AS TO NON-PARTY MORTGAGE HOLDER FOR
RECEIVERSHIP PROPERTY**

Katherine C. Donlon, the Court-appointed Receiver, by and through
undersigned counsel, hereby files this Opposition to Benworth Capital Partner,

LLC's, *Emergency Motion for Extension of Time to Respond to Receiver's Motion to Determine Interest and Fees as to Non-Party Mortgage Holder for Receivership Property* and states as follows:¹

1. On December 13, 2022, the Receiver filed a Motion to Determine Interest and Fees as to Non-Party Mortgage Holder for Receivership Property (the "Motion"). (Dkt. 125).

2. The Motion related to the exorbitant interest and attorneys' fees charged by the non-party "Mira Plaintiffs", and the numerous attorneys appearing on their behalf, related to a separate foreclosure proceeding and indirect challenge to this Court's Order staying all ancillary proceedings involving certain Receivership Property.

3. As noted in the Motion, the Mira Plaintiffs had numerous attorneys involved in the underlying proceedings, including Albert D. Rey, P.A., Becker & Poliakoff, Cole Scott & Kissane, The Carlyle Appellate Law Firm, and Emmanuel Perez, Esquire.

¹ The Emergency Motion is filed on behalf of Benworth Capital Partners, LLC. The Motion filed by the Receiver is directed to the Mira Plaintiffs. According to the foreclosure complaint filed in Brevard County, Florida, Mira Holdings, LLC, individually, and in conjunction with certain other named plaintiffs, were successors in interest to Benworth Capital Partners, LLC, by assignment of a mortgage. It is the "Mira Plaintiffs" who filed the foreclosure complaint and proceeded to contest the stay, it is the Mira Plaintiffs who sought appellate relief, and it is the Mira Plaintiffs against whom the Receiver has sought relief.

4. One of Benworth's attorneys, Mr. Albert D. Rey, previously filed an Objection and Motion to Quash in this Court. (Dkt. 78).

5. Further, the Receiver's Motion was served via electronic mail on Mr. Rey, Mr. Carlyle (appellate counsel for the Mira Plaintiffs), and Mr. Alvarez on the same date it was filed. (Dkt. 125).

6. Subsequent to the filing of the Receiver's Motion, Ms. Reed indicates that she was retained to represent Benworth vis-à-vis the Motion before this Court.

7. In filing the Emergency Motion for an extension, counsel for Benworth omits that the Receiver's Motion was immediately served by electronic mail to all of the attorneys previously appearing or representing that they appeared on behalf of the Mira Plaintiffs, including Mr. Rey, Mr. Carlyle, and Mr. Alvarez.

8. Further, the Emergency Motion fails to address the continued accrual of interest being charged by the Mira Plaintiffs, the very subject of the Motion, which is only exacerbated by the three (3) extensions requested by the Mira Plaintiffs to respond to the Receiver's Motion.

9. Undersigned counsel previously agreed to the two (2) separate extensions requested, through December 28, 2022, and again through January 4, 2022. Undersigned counsel only objected to the third request, now before this Court, extending the deadline until January 13, 2022.

10. The issues relating to the resolution of the interest and attorneys' fees demanded by the Mira Plaintiffs has unnecessarily delayed the closing and sale of the Receivership Property, previously approved by this Court.

11. The sale of the property, including the monies earned from that sale, are ultimately for the benefit of the investors.

12. The delays are causing the Receiver to incur additional costs relating to the maintenance of the property, and place at risk the potential sale of the property as previously approved by this Court.

13. In fact, and contrary to the assertions in the Emergency Motion, the investors are prejudiced by the continued delays in responding to the Receiver's Motion.

14. For these reasons, the Receiver objects to the requested extension of time, and requests that the Mira Plaintiffs, as successors to Benworth Capital, be required to respond to the Motion.

[signature appears on following page]

Dated: January 4, 2023

Respectfully submitted,

/s/ Nicole Deese Newlon
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Katherine Donlon

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on January 4, 2023, a true and correct copy of the foregoing was electronically filed with the United States District Court, Middle District of Florida, by using the CM/ECF System, which will serve a copy on all counsel of record. Further, undersigned counsel has caused to be served a copy of this Motion on all counsel for the Mira Plaintiffs, including:

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